

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morton International, Inc.		09/25/2003	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shipley Company, L.L.C.		
<b>Street Address:</b>	455 Forest Street		
<b>City:</b>	Marlborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1641697	EPIC	
Registration Number:	1707641	EPIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)592-2682		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-592-3678		
<b>Email:</b>	jpearlman@rohmmaas.com		
<b>Correspondent Name:</b>	Stephen T. Falk		
<b>Address Line 1:</b>	100 Independence Mall West		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19106-2399		
<b>ATTORNEY DOCKET NUMBER:</b>	EM-MICRO		
<b>NAME OF SUBMITTER:</b>	Jacqueline L. Pearlman		
<b>Total Attachments: 1</b> source=epic#page1.tif			

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**ASSIGNMENT OF TRADEMARKS**

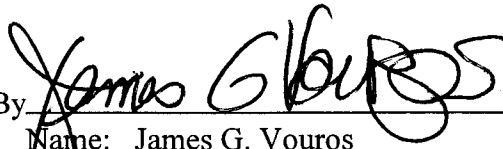
WHEREAS **MORTON INTERNATIONAL, INC.** ("Assignor"), an Indiana corporation with offices at 123 North Wacker Drive, Chicago, Illinois 60606-1743, has adopted, used and is using the trademarks shown in Schedule A hereto in its specialty chemicals business;

AND WHEREAS **SHIPLEY COMPANY, L.L.C.** ("Assignee"), a Delaware limited liability company with offices at 455 Forest Street, Marlborough, Massachusetts 01752, has on this date acquired from Assignor certain assets and property used in Assignor's specialty chemicals business and is desirous of acquiring the trademarks shown in Schedule A hereto (the "Trademarks"), the registrations and applications for registration of the Trademarks shown in Schedule A, and any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the registrations and applications for registration of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business symbolized by the Trademarks.

Dated: *September 25*, 2003

MORTON INTERNATIONAL, INC.

By   
Name: James G. Vouros  
Title: Assistant Secretary

**SCHEDULE A**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
EPIC	1641697	April 16, 1991
EPIC & Design	1707641	August 18, 1992